

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

**U.S. Bank National Association, as  
successor Trustee to Bank of America, N.A.,  
as Successor by merger to LaSalle Bank  
N.A., as Trustee for First Franklin Mortgage  
Loan Trust, Mortgage Loan Asset-Backed  
Certificates, Series 2007-FF2**

**Plaintiff**

**vs.**

**Randy Otis and Heidi Otis**

**Defendants**

**CIVIL ACTION NO:**

**COMPLAINT**

**RE:**

**3819 Middle Road, Sidney, ME 04330**

**Mortgage:**

**October 3, 2006**

**Book 9102, Page 99**

NOW COMES the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendants, Randy Otis and Heidi Otis, as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this action pursuant 28 U.S.C. § 1332(a)(1) (Diversity) because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of seventy-five thousand and 00/100 (\$75,000.00) dollars, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested

party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the object of this litigation is a Note executed under seal currently owned and held by U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, in which the Defendants, Randy Otis and Heidi Otis, are the obligor and the total amount owed under the terms of the Note is Two Hundred Sixty-One Thousand Seven Hundred Fifty-One and 08/100 (\$261,751.08) Dollars, plus attorney fees and costs associated with the instant action; thus, the amount in controversy exceeds the jurisdictional threshold of seventy-five thousand (\$75,000.00) dollars.
3. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

### PARTIES

4. U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2 is a national association with a principal place of business located at c/o Select Portfolio Servicing, Inc., 3217 S. Decker Lake Drive, Salt Lake City, UT 84119.
5. The Defendant, Heidi Otis, is a resident of Sidney, County of Kennebec and State of Maine.

6. The Defendant, Randy Otis, is a resident of Sidney, County of Kennebec and State of Maine.

### FACTS

7. On November 1, 1999, by virtue of a Warranty Deed from Leon W. Loucks, which is recorded in the Kennebec Registry of Deeds in **Book 6094, Page 113**, the property situated at 3819 Middle Road, County of Kennebec, and State of Maine, was conveyed to the Defendants, Randy Otis and Heidi Otis, being more particularly described by the attached legal description. *See* Exhibit A (a true and correct copy of the legal description is attached hereto and incorporated herein).
8. On October 3, 2006, the Defendants, Randy Otis and Heidi Otis, executed and delivered to First Franklin, a Division of National City Bank a certain Note in the amount of \$168,500.00. *See* Exhibit B (a true and correct copy of the Note is attached hereto and incorporated herein).
9. To secure said Note, on October 3, 2006, the Defendants executed a Mortgage Deed in favor of Mortgage Electronic Registration Systems, Inc. as nominee for First Franklin, a Division of National City Bank, securing the property located at 3819 Middle Road, Sidney, ME 04330 which Mortgage Deed is recorded in the Kennebec Registry of Deeds in **Book 9102, Page 99**. *See* Exhibit C (a true and correct copy of the Mortgage is attached hereto and incorporated herein).
10. The Mortgage was then assigned to U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2 by virtue of an Assignment of Mortgage dated May 27, 2009 and recorded in the Kennebec

Registry of Deeds in **Book 10138, Page 174**. *See* Exhibit D (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).

11. The Mortgage was then assigned to U.S. Bank, National Association, as successor Trustee to Bank of America, N.A. as successor to LaSalle Bank, N.A. as Trustee for the holders of the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2 by virtue of an Assignment of Mortgage dated October 18, 2011 and recorded in the Kennebec Registry of Deeds in **Book 10867, Page 238**. *See* Exhibit E (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
12. The transfer of all the rights contained in the Mortgage to the Plaintiff is further ratified and confirmed by virtue of an Order Nunc Pro Tunc from the Kennebec County Superior Court Docket No.: CV-2016-14, entered on February 8, 2018, and recorded in the Kennebec County Registry of Deeds in **Book 13077, Page 13**, as affected by an Order dated October 1, 2018 and recorded in the Kennebec Registry of Deeds in **Book 13077, Page 15**. *See* Exhibit F and G (true and correct copies of the Order Nunc Pro Tunc and Order are attached hereto and incorporated herein).
13. On November 13, 2018, the Defendants, Randy Otis and Heidi Otis, were sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certificate of Mailing (herein after referred to as the "Demand Letter"). *See* Exhibit H (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).
14. The Demand Letter informed the Defendants, Randy Otis and Heidi Otis, of the payment due date, the total amount necessary to cure the default, and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit H.

15. The Defendants, Randy Otis and Heidi Otis, failed to cure the default prior to the expiration of the Demand Letter.
16. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is the present holder of the Note pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Note in conformity with 11 M.R.S. § 3-1201, et seq., 10 M.R.S. § 9416, and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).
17. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is the lawful holder and owner of the Note and Mortgage.
18. The total debt owed under the Note and Mortgage as of February 15, 2019 is Two Hundred Sixty-One Thousand Seven Hundred Fifty-One and 08/100 (\$261,751.08) Dollars, which includes:

Description	Amount
Principal Balance	\$213,695.82
Interest	\$30,231.65
Escrow/Impound Required	\$15,878.31
Late Fees	\$187.98
Loan Level Advance Balance	\$1,755.00
Interest on Advances	\$2.32
Grand Total	\$261,751.08

19. Upon information and belief, the Defendants, Randy Otis and Heidi Otis, are presently in possession of the subject property originally secured by the Mortgage.

COUNT I – FORECLOSURE

20. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, repeats and re-alleges paragraphs 1 through 19 as if fully set forth herein.
21. This is an action for foreclosure respecting a real estate related Mortgage and title located at 3819 Middle Road, Sidney, County of Kennebec, and State of Maine. *See* Exhibit A.
22. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is the holder of the Note referenced in Paragraph 8 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Note in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, has the right to foreclosure upon the subject property.
23. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is the current owner and investor of the aforesaid Mortgage and Note.
24. The Defendants, Randy Otis and Heidi Otis, are presently in default on said Mortgage and Note, having failed to make the monthly payment due January 1, 2014, and all subsequent payments, and, therefore, have breached the condition of the aforesaid Mortgage and Note.

25. The total debt owed under the Note and Mortgage as of February 15, 2019 is Two Hundred Sixty-One Thousand Seven Hundred Fifty-One and 08/100 (\$261,751.08) Dollars, which includes:

Description	Amount
Principal Balance	\$213,695.82
Interest	\$30,231.65
Escrow/Impound Required	\$15,878.31
Late Fees	\$187.98
Loan Level Advance Balance	\$1,755.00
Interest on Advances	\$2.32
Grand Total	\$261,751.08

26. The record established through the Kennebec Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.

27. By virtue of the Defendants' breach of condition, the Plaintiff hereby demands a foreclosure on said real estate.

28. Notice in conformity with 14 M.R.S.A. §6111 was sent to the Defendants, Randy Otis and Heidi Otis, on November 13, 2018, evidenced by the Certificate of Mailing. *See* Exhibit H.

29. The Defendants, Randy Otis and Heidi Otis, are not in the Military as evidenced by the attached Exhibit I.

## COUNT II – BREACH OF NOTE

30. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, repeats and re-alleges paragraphs 1 through 29 as if fully set forth herein.

31. On October 3, 2006, the Defendants, Randy Otis and Heidi Otis, executed and delivered to First Franklin, a Division of National City Bank a certain Note in the amount of \$168,500.00. *See* Exhibit B.
32. The Defendants, Randy Otis and Heidi Otis, are in default for failure to properly tender the January 1, 2014 payment and all subsequent payments. *See* Exhibit H.
33. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is the proper holder of the Note and is entitled to enforce the terms and conditions of the Note due to its breach by the Defendants, Randy Otis and Heidi Otis.
34. The Defendants, Randy Otis and Heidi Otis, having failed to comply with the terms of the Note and Mortgage, are in breach of both the Note and the Mortgage.
35. The Defendants Randy Otis and Heidi Otis's breach is knowing, willful, and continuing.
36. The Defendants Randy Otis and Heidi Otis's breach has caused Plaintiff U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2 to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.
37. The total debt owed under the Note and Mortgage as of February 15, 2019, if no payments are made, is Two Hundred Sixty-One Thousand Seven Hundred Fifty-One and 08/100 (\$261,751.08) Dollars, which includes:

Description	Amount
Principal Balance	\$213,695.82
Interest	\$30,231.65
Escrow/Impound Required	\$15,878.31



Late Fees	\$187.98
Loan Level Advance Balance	\$1,755.00
Interest on Advances	\$2.32
Grand Total	\$261,751.08

38. Injustice can only be avoided by awarding damages for the total amount owed under the Note including interest, plus costs and expenses, including attorney fees.

### COUNT III – BREACH OF CONTRACT, MONEY HAD AND RECEIVED

39. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, repeats and re-alleges paragraphs 1 through 38 as if fully set forth herein.

40. By executing, under seal, and delivering the Note, the Defendants, Randy Otis and Heidi Otis, entered into a written contract with First Franklin, a Division of National City Bank who agreed to loan the amount of \$168,500.00 to the Defendants. *See* Exhibit B.

41. As part of this contract and transaction, the Defendants, Randy Otis and Heidi Otis, executed the Mortgage to secure the Note and the subject property. *See* Exhibit C.

42. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is the proper holder of the Note and successor-in-interest to First Franklin, a Division of National City Bank, and has performed its obligations under the Note and Mortgage.

43. The Defendants, Randy Otis and Heidi Otis, breached the terms of the Note and Mortgage by failing to properly tender the January 1, 2014 payment and all subsequent payments. *See* Exhibit H.

44. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is the proper holder of the Note, and is entitled to enforce the terms and conditions of the Note due to its breach by the Defendants, Randy Otis and Heidi Otis.
45. The Defendants, Randy Otis and Heidi Otis, having failed to comply with the terms of the Note and Mortgage, are in breach of contract.
46. The Defendants, Randy Otis and Heidi Otis, are indebted to U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2 in the sum of Two Hundred Sixty-One Thousand Seven Hundred Fifty-One and 08/100 (\$261,751.08) Dollars, for money lent by the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, to the Defendants.
47. Defendants Randy Otis and Heidi Otis's breach is knowing, willful, and continuing.
48. Defendants Randy Otis and Heidi Otis's breach has caused Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.
49. The total debt owed under the Note and Mortgage as of February 15, 2019, if no payments are made, is Two Hundred Sixty-One Thousand Seven Hundred Fifty-One and 08/100 (\$261,751.08) Dollars, which includes:

Description	Amount
Principal Balance	\$213,695.82
Interest	\$30,231.65
Escrow/Impound Required	\$15,878.31
Late Fees	\$187.98
Loan Level Advance Balance	\$1,755.00
Interest on Advances	\$2.32
Grand Total	\$261,751.08

50. Injustice can only be avoided by awarding damages for the total amount owed under the Note and Mortgage, and for money had and received, including interest, plus costs and expenses, including attorney fees.

#### COUNT IV – QUANTUM MERUIT

51. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, repeats and re-alleges paragraphs 1 through 50 as if fully set forth herein.

52. First Franklin, a Division of National City Bank, predecessor-in-interest to U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, loaned Defendants, Randy Otis and Heidi Otis, \$168,500.00. *See* Exhibit B.

53. The Defendants, Randy Otis and Heidi Otis, are in default for failure to properly tender the January 1, 2014 payment and all subsequent payments. *See* Exhibit H.

54. As a result of the Defendants' failure to perform under the terms of their obligation, the Defendants, Randy Otis and Heidi Otis, should be required to compensate the Plaintiff, U.S.

Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2.

55. As such, the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is entitled to relief under the doctrine of *quantum meruit*.

### COUNT V –UNJUST ENRICHMENT

56. The Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, repeats and re-alleges paragraphs 1 through 55 as if fully set forth herein.

57. First Franklin, a Division of National City Bank, predecessor-in-interest to U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, loaned the Defendants, Randy Otis and Heidi Otis, \$168,500.00. *See* Exhibit B.

58. The Defendants, Randy Otis and Heidi Otis, have failed to repay the loan obligation.

59. As a result, the Defendants, Randy Otis and Heidi Otis, have been unjustly enriched to the detriment of the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2 as successor-in-interest to First Franklin, a Division of National City Bank by having received the aforesaid benefits and money and not repaying said benefits and money.

60. As such, the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is entitled to relief.

### PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, prays this Honorable Court:

- a) Issue a judgment of foreclosure in conformity with Title 14 § 6322;
- b) Grant possession to the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, upon the expiration of the period of redemption;
- c) Find that the Defendants, Randy Otis and Heidi Otis, are in breach of the Note by failing to make payment due as of January 1, 2014, and all subsequent payments;
- d) Find that the Defendants, Randy Otis and Heidi Otis, are in breach of the Mortgage by failing to make payment due as of January 1, 2014, and all subsequent payments;
- e) Find that the Defendants, Randy Otis and Heidi Otis, entered into a contract for a sum certain in exchange for a security interest in the subject property;
- f) Find that the Defendants, Randy Otis and Heidi Otis, are in breach of contract by failing to comply with the terms and conditions of the Note and Mortgage by failing to make the payment due January 1, 2014 and all subsequent payments;

- g) Find that the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is entitled to enforce the terms and conditions of the Note and Mortgage;
- h) Find that by virtue of the money retained by the Defendants, Randy Otis and Heidi Otis have been unjustly enriched at the Plaintiff's expense;
- i) Find that such unjust enrichment entitles the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, to restitution;
- j) Find that the Defendants, Randy Otis and Heidi Otis, are liable to the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, for money had and received;
- k) Find that the Defendants, Randy Otis and Heidi Otis, are liable to the Plaintiff for quantum meruit;
- l) Find that the Defendants, Randy Otis and Heidi Otis, have appreciated and retained the benefit of the Mortgage and the subject property;
- m) Find that it would be inequitable for the Defendants, Randy Otis and Heidi Otis, to continue to appreciate and retain the benefit of the Mortgage, Note and subject property without recompensing the appropriate value;
- n) Find that the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin

Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, is entitled to restitution for this benefit from the Defendants, Randy Otis and Heidi Otis;

- o) Determine the amount due on said Mortgage and Note, including principal, interest, reasonable attorney's fees and court costs;
- p) Additionally, issue a money judgment against the Defendants, Randy Otis and Heidi Otis, and in favor of the Plaintiff, U.S. Bank National Association, as successor Trustee to Bank of America, N.A., as Successor by merger to LaSalle Bank N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2007-FF2, in the amount of Two Hundred Sixty-One Thousand Seven Hundred Fifty-One and 08/100 (\$261,751.08) Dollars, the total debt owed under the Note plus interest and costs including attorney's fees and costs;
- q) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,  
U.S. Bank National Association, as successor  
Trustee to Bank of America, N.A., as  
Successor by merger to LaSalle Bank N.A., as  
Trustee for First Franklin Mortgage Loan  
Trust, Mortgage Loan Asset-Backed  
Certificates, Series 2007-FF2,  
By its attorneys,

Dated: March 8, 2019

/s/ John A. Doonan, Esq.  
John A. Doonan, Esq., Bar No. 3250  
Reneau J. Longoria, Esq., Bar No. 5746  
Attorneys for Plaintiff  
Doonan, Graves & Longoria, LLC  
100 Cummings Center, Suite 225D  
Beverly, MA 01915  
(978) 921-2670